

TERMS AND CONDITIONS OF SALE

In these conditions the expression 'the Seller' shall mean Window Installers Warehouse – Burton which is a subsidiary of Abbey Glass (Derby) Limited. 'the Buyer' shall mean the customer whose name appears on the printed form of which these conditions form part.

These conditions may not be modified or varied unless the Seller agrees in writing and the Seller shall not be deemed to accept such other conditions nor waive any of these conditions by failing to object to provisions contained in any purchase order or other communication from the Buyer.

PRICES:

We reserve the right to apply prices ruling at the time of dispatch or written quotation, and are subject to V.A.T. at the appropriate rate.

All prices quoted by the company are exclusive of VAT, which will be added to the amount invoiced at the rate prevailing at the time of invoice together with any other statutory tax.

The price invoiced to the customer shall be that prevailing at the time of despatch and notwithstanding any prior estimate or quotation given to the customer shall be subject to fluctuation caused by but not restricted to increase in costs incurred by the company as a consequence of any increase in costs of raw materials, manufacture, packaging, transport or other direct or indirect costs. Any such increase will be added to the price quoted by the company and the adjusted amount will be invoiced to the customer

PAYMENT:

Unless credit facilities have been agreed and authorised in advance by the Seller, new customers will be required to pay in full when placing an order. No goods will be released for delivery/collection until full payment has been made.

DELIVERIES:

Every endeavour will be made to adhere to the estimated time of delivery given upon our acknowledgement of order but failing to do so does not constitute a breach of contract. It is your responsibility to check the goods on delivery. If the goods arrive incomplete, or are damaged, you must inform the Seller by fax within 24 hours of receipt – fax 01283 515265. After delivery you are responsible for protecting the goods against loss or damage. If no person is available to receive the goods when we tender delivery, we will return the goods to our premises, in which case you must pay for the cost of returning the goods to our premises, storage of the goods and (at our option), either collect the goods from us, or pay for the goods to be delivered at another time.

The company shall not be responsible for any loss, damage, cost, detriment or expense whatsoever, however, arising if manufacture or delivery of the goods is delayed or hindered by act of God, governmental intervention or restriction, hostilities, civil commotion, fire, flood, accident, machinery breakdown, strike. Lockout, non delivery of goods by the company's suppliers, or any other cause or circumstance whatsoever beyond the reasonable control of the company and on the occurrence of any of the above events, the company reserves the right to cancel the agreement or suspend delivery of the goods to the customer.

The company shall in any event not be liable for any consequential loss or damage to the customer whatsoever or however arising or for any other loss of profits or damage to property and the company's liability shall not exceed the limitations set out in this agreement.

ADVICE / SITE SURVEY

Any advice or information, which we may offer to customers or prospective customers, is given to the best of our ability, having regard to the relevant factors known to us, but is given expressively without any liability on our part.

SUITABILITY:

It is the exclusive responsibility of the Buyer to satisfy himself that the goods are suitable for the purpose for which they are required and any implied condition that the goods are fit for any particular purpose is hereby excluded.

TITLE TO GOODS:

The title to goods and ownership thereof shall not pass to the Buyer until full payment has been made (regardless of any right of the Buyer to withhold such payment) and until the date of payment, the Buyer shall store goods in such a way that clearly identifies them as the property of the seller, until such payment has been made. The Buyer shall be responsible for comprehensively insuring the goods or new objects as the case may be. The Buyer shall give the Seller the right of entry into his premises to repossess goods or objects up to the full value of the price for such goods.

The customer shall have no claim for shortages or defects, which are not apparent upon examination of the goods, unless the customer notifies the company within 5 working days of delivery of the goods and a written complaint is received at the company's registered office within 5 days thereafter if the goods were transported to the customer by the company's transport or within such a period as may be specified in the conditions of carriage, if the goods were transported to the customer by carrier.

In the event that the customer alleges that the goods are defective the customer must give the company the opportunity to examine the goods and investigate any complaint made and if upon inspection the goods are shown to be defective, the company will at its sole discretion repair or replace with a satisfactory alternative or substitute goods or refund to the customer the cost of the defective goods. If the company repairs the goods or replaces them with alternative or substitute goods, the customer shall be bound to accept such goods and the company shall not be responsible or liable for any delay, damage, detriment or expense to the customer arising from the initial delivery to the time that such goods are repaired or replaced and in no circumstances shall the liability of the company exceed the cost of the replacement, or the price paid by the customer for them

The customer shall have no claim in respect of defects which are not apparent upon inspection following delivery to the customer unless notice is given to the company within 5 working days of such defect becoming apparent or when such defect should have come to the knowledge of the customer in the ordinary course of events. Notice must be given to the company in writing and the provisions of sub clause (ii) shall apply equally in such circumstances.

Complaints made by the customer shall not be ground for the customer to delay payment of monies due to the company and shall not give rise to any right of set off.

CANCELLATION:

You cannot cancel an order once we have accepted it, unless it is agreed in writing with the Seller.

Cancellation by the customer will only be agreed by the company on the condition that all costs and expenses incurred by the company at the time of cancellation, including the loss of any profit, shall be paid by the customer on demand by the company.

WARRANTY:

The Seller's liability in respect of all goods supplied shall be limited to giving the Buyer the benefit of any guarantee or warranty given by the manufacturer of such goods. The Company shall not be under any further liability howsoever arising and all conditions and warranties expressed or implied by or under statute custom or trade usage are hereby expressly excluded.

CREDIT ACCOUNTS:

Once your application has been processed you will be informed in writing of our decision. Should credit facilities be granted, our payment terms are Strictly Nett Monthly. By completing and signing the application form you are agreeing to abide by these terms. Interest will be charged on overdue invoices at the rate of 2.5% per annum above Barclays Bank base lending rate.